

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : VERREAULT et al.  
Serial No. : 09/787,782  
PCT Appln. No. : PCT/CA99/00849  
Intl. Filing Date : September 21, 1999  
For : CLEANSING TOWELETTE DISPENSER  
PCT Legal Examiner : Anthony Smith  
Our File No: : 2126.005  
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**RENEWED PETITION UNDER 37 CFR 1.47(b)**

CERTIFICATE UNDER 37 CFR 1.8(a)

I hereby certify that this correspondence is being  
deposited with the U.S. Postal Service as First Class mail  
in an envelope addressed to Commissioner for  
Patents, Washington, D.C. 20231 on 10/31/01

Attn: Legal Affairs Division of the PCT Legal Office  
Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

This request for reconsideration of a decision on petition issued September 12, 2001. In that decision a copy of which is attached the decision stated that the petitioner failed to:

1. Provide factual proof that the inventor refuses to execute the application or cannot be reached after diligent effort.
2. Petitioner has not provided the last known address of non signing inventors.
3. Petitioner has not shown that such action is necessary to preserve the rights of the parties or to prevent irreparable damage.

The Applicant respectfully reminds the Legal Examiner and the Attorney-Advisor that it already owns the patent and subject matter

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In re Application of Verreault, et.al.

of this application by means of a Canadian Patent Assignment and PCT Patent Assignment, executed by Richard Verreault and Alain Jacques on February 1, 2000.

The Applicant submits the affidavit of Donald Conrad, Chairman of Applicant, Visimax, U.S.A., Inc., in which he attests that the non signing inventor has been accused of embezzling funds from the Applicant. The embezzlement is now the subject of litigation and the province of Quebec. Despite numerous attempts, inventor Alain Jacques refuses to accept phone calls, respond to correspondence, or otherwise participate in this application which, in light of the embezzlement suit against him, further attempts to are unproductive.

Also attached is the signed affidavit of Richard Verreault, a co-inventor, in which he attests that the embezzlement is well documented and had funds personally embezzled by the co-inventor. Co-inventor Verreault further "find[s] it impossible to either obtain (sic) or reason with Mr. Jacques in order to have him execute any documentation regarding this application." A copy of the Affidavit signed by Co-inventor Verreault is attached.

Regarding the last known address, the Petitioner attached to the original petition the unsigned declaration of Alain Jacques which sets forth his last known address of 2287 Kennedy Road, Quebec Canada, a copy of which is attached hereto.

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In re Application of Verreault, et.al.

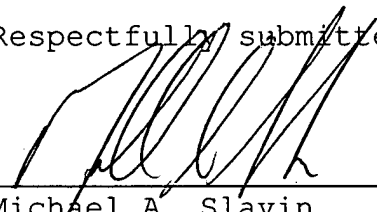
Regarding a statement that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, that was thought to be evident from the first petition. The Petitioner is the assignee of all rights, interest and title to the application and seeks patent protection in the U.S. Without patent protection the Petitioner, which is a U.S. based company, would be unable to obtain funding or prevent competition from infringing its technology. Furthermore, all equipment that has been specially purchased for this product will lack protection. Thus, without having the right to prosecute this application, the Petitioner will be irreparably harmed, as such a decision would essentially destroy Petitioner's rights to the assignment, which it previously negotiated in good faith. But for the actions of a co-inventor, discovered after the assignment but before the signature of declarations to a pending application, Petitioner will lose all rights for which it bargained and contemplated in its purchase of the rights through the assignment. Thus, a decision denying the Petitioner's right to proceed with the application would allow rights to revert back to the co-inventor. This reversion would cause an unjust enrichment in favor of the co-inventor and, since the co-inventor refuses to uphold his agreement, would effectively allow the Commissioner to make a decision in his favor despite the valid and duly recorded

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assignment.

For this reason the Petitioner respectfully requests that the Commissioner reconsider the decision on the petition and allow the Petitioner, the named assignee to the above captioned patent application, to prosecute the application without the signature of one co-inventor who refuses to participate. In light of the serious nature of the embezzlement suit to which co-inventor is currently involved, it is doubtful he would ever consider participating with the Petitioner.

Respectfully submitted,



10/31/01

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Michael A. Slavin  
Reg. No. 34,016

McHALE & SLAVIN, P.A.  
4440 PGA Blvd., Suite 402  
Palm Beach Gardens, FL 33410  
Telephone: (561) 625-6575

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**PCT PATENT ASSIGNMENT**

INVENTOR/ASSIGNOR: Richard Verreault

Status: Individual

Address: 6527 St-Jacques Blvd.

City: Neufchatel, Quebec State/Zip: CANADA G2C 1M3

INVENTOR/ASSIGNOR: Alain Jacques

Status: Individual

Address: 1187 Kennedy Road

City: Scott, Quebec State/Zip: CANADA G0S 3G0

ASSIGNEE: Visimax U.S.A. Inc.

Status: a Florida corporation

Address: 4362 Northlake Blvd., Suite 213

City: Palm Beach Gardens State/Zip: FL, 33410

TITLE OF INVENTION: CLEANING TOWEL DISPENSER CONTAINER

INTERNATIONAL APPLICATION NO. PCT/CA99/00849

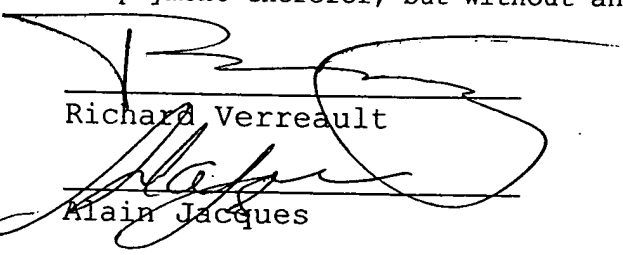
INTERNATIONAL FILING DATE: 21.09.99

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The Assignors having made the above invention and filed a PCT application for Letters Patent, thereon, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Assignors hereby assign to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignors' right, title and interest in and to the invention and the patent application therefore identified herein and to any and all patents which may evolve therefrom;

The Assignors assign all of their right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent in foreign countries on said invention and any Letters Patent which may evolve therefrom, including the right to claim International Convention priority; and in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

The Assignors agree to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignors.

Date: 02/01/00

  
Richard Verreault

Date: 02/01/00

  
Alain Jacques

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ and \_\_\_\_\_ in the city of \_\_\_\_\_, county of \_\_\_\_\_.

Notary: \_\_\_\_\_

Personally known \_\_\_\_\_  
or Produced Identification \_\_\_\_\_

## CANADIAN PATENT ASSIGNMENT

INVENTOR/ASSIGNOR: Richard Verreault

Status: Individual

Address: 6527 St-Jacques Blvd.

City: Neufchatel Quebec State/Zip: CANADA G2C 1M3

INVENTOR/ASSIGNOR: Alain Jacques

Status: Individual

Address: 1187, Kennedy Road,

City: Scott, Quebec State/Zip: CANADA G0S 3G0

ASSIGNEE: Visimax U.S.A. Inc.

Status: a Florida corporation

Address: 4362 Northlake Blvd., Suite 213

City: Palm Beach Gardens State/Zip: FL, 33410

TITLE OF INVENTION: CLEANING TOWEL DISPENSER CONTAINER

CANADIAN PATENT APPLICATION NO.: 2,248,503 FILING DATE: 1998/09/21

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The Assignor having made the above invention and filed application for Letters Patent in Canada, thereon, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Assignor hereby assigns to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignor's right, title and interest in and to the invention and the patent application therefore identified herein and to any and all patents which may evolve therefrom;

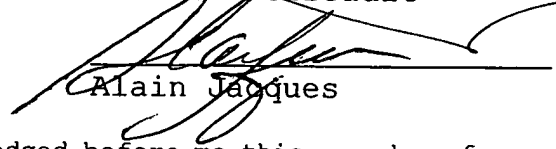
The Assignor assigns all of his right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent in foreign countries on said invention and any Letters Patent which may evolve therefrom, including the right to claim International Convention priority; and in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof;

The Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said patent, without any additional payment therefor, but without any expense to Assignor.

Date: 02/01/00

  
Richard Verreault

Date: 02/01/00

  
Alain Jacques

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ and \_\_\_\_\_ in the city of \_\_\_\_\_, county of \_\_\_\_\_.

Notary: \_\_\_\_\_

Personally known \_\_\_\_\_

or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_